

DATED 13 April 2008

AERSTREAM TECHNOLOGY LIMITED
(acting by its joint administrators)

and

ANDREW JOHN TATE

and

NEDIM PATRICK AILYAN

and

ATRIUM INNOVATION LIMITED

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS



Hamlin's LLP
Roxburghe House
273-287 Regent Street
London W1B 2AD
Telephone: 0207 355 6000
Fax: 0207 518 9100
Ref:

THIS AGREEMENT is dated

23 April

2008

PARTIES

- (1) **AERSTREAM TECHNOLOGY LIMITED** (in administration) registered in England & Wales under Company No. 04272807 having its registered office at Pipe House, Lupton Road, Watlington, Oxon OX10 9BT ("**the Assignor**") acting by its joint administrators Andrew John Tate and Nedim Patrick Ailyan both of Abbot Fielding of Nexus House, 2 Cray Road, Sidcup DA14 5DA ("**the Administrators**");
- (2) **THE ADMINISTRATORS**; and
- (3) **ATRIUM INNOVATION LIMITED** having its registered office at Rowlandson House, 289-293 Ballards Lane, London N12 8NP ("**the Assignee**").

BACKGROUND

- (A) The Assignor is the proprietor of the applications for, and registrations of, the intellectual property rights set out in Schedule 2 (together "**the Registered IPRs**").
- (B) By an asset purchase agreement dated [23] April 2008 between the Assignor, the Administrators and the Assignee ("**the Main Agreement**") the Assignor has agreed to assign to the Assignee all intellectual property rights in the Registered IPRs to the Assignee on the terms set out below.

AGREED TERMS

1. ASSIGNMENT

- 1.1 Pursuant to and for the consideration set out in the Main Agreement (receipt of which the Assignor hereby acknowledges), the Assignor assigns to the Assignee the following rights:
 - (a) the Registered IPRs;
 - (b) all goodwill attaching to the registered trade marks listed in Part 1 of Schedule 1 (Registered Trade Marks) and the marks listed in Schedule 2 ("**the Unregistered Marks**");
 - (c) the exclusive right for the Assignee and its successors and assignees to carry on the Assignor's business under the Unregistered Marks and to represent itself as carrying on such business in succession to the Assignor; and
 - (d) the right to sue for damages and other remedies for any infringement of any of the rights listed in this clause 1.1 which occurred prior to the date of this agreement.

2. PROCEEDINGS

The Assignor agrees and undertakes to provide to the Assignee (at the Assignee's request and cost) all reasonable assistance with any proceedings which may be brought by or against the Assignee against or by any third party relating to the rights assigned by this agreement.

3. FURTHER ASSURANCE

The Assignor shall do or procure to be done all such further acts and things, and execute or procure the execution of all such other documents, as the Assignee may from time to time reasonably require in order to give the Assignee the full benefit of this agreement, whether in connection with any registration of title or other similar right or otherwise as concern the subject matter of this agreement.

4. ADMINISTRATORS

- 4.1 The Administrators shall incur no personal liability whatsoever under this agreement.
- 4.2 This exclusion of the Administrators' personal liability shall operate as a waiver of any claims of other parties in tort as well as under or in relation to this agreement.
- 4.3 The Administrators are a party to this agreement in their personal capacity only for the purpose of receiving the benefit of the exclusions and limitations in their favour contained in this agreement.

5. GOVERNING LAW AND JURISDICTION

- 5.1 This agreement shall be governed by and construed in accordance with the law of England and Wales.
- 5.2 Each party irrevocably agrees to submit to the jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this agreement.

This agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1

Registered IPRs

Part 1. Registered trade marks

Trade mark	Jurisdiction	Registration number	Application Date	Classes
aerstream	UK	2333494	02.06.03	10
QUATRO	UK	2430915A	25.08.06	05, 09, 21, 37
QUATRO	UK	2430915B	25.08.06	03, 11
FRESH THINKING CLEAN LIVING	UK	2431454	01.09.06	01, 03, 05, 09, 11, 21, 37, 44
CLEANAER	International (designating US Registration Number 3258915 and Japan - No. 884258)	884258	20.09.05 (Priority Date 21.03.05)	03, 05, 11, 21

Part 2. Trade mark applications

Trade mark	Jurisdiction	Application number	Application Date	Classes
AERSTREAM	US	78854030	29.06.06	03, 05, 11, 35, 37, 40, 42
CLEANAER	European Community	004350261	21.03.05	03, 05, 11, 21

Part 3. Registered patents

Description	Jurisdiction	Registration number	Application Date
Atomisation Device	EU	1399265	20.06.02 (Priority Date 22.06.01)
	US	7337993	29.06.04
	China	02814667.0	20.06.02
	Hong Kong	1064063	20.06.02

Part 4. Patent applications

Description	Jurisdiction	Registration number	Application Date
Atomisation device	Japan	2003-506663	20.06.02
Spray electrode	EU	04725087.3	01.04.04
	Japan	2006-500263	01.04.04
	US	10/552272	04.10.05
	Russia	2005130504	01.04.04
	Taiwan	93108755	01.04.04
	China	200480008620.4	01.04.04
	Hong Kong	06100250.9	01.04.04
Replaceable Reservoir	EU	05767479.8	28.07.05
	Japan	2007-523155	28.07.05
	US	11/576274	25.01.07
	Taiwan	94125554	28.07.05
	China	200580031967.5	28.07.05
	Hong Kong	07109278.7	28.07.05
Rigid Dispenser System	EU	06700866.2	18.01.05
	US	11/814130	17.10.07
	Taiwan	95101722	18.01.05
Electrostatic Spray Device	US	11/620106	05.01.07
Electrostatic Spray Device	PCT	PCT/GB2006/004919 published as WO2007077424	22.12.06
Liquid Electrostatic Spray Composition	PCT	PCT/GB2007/002244 published as WO2007144649	17.01.07
Power Supply for Atomisation Device	PCT	PCT/GB2007/002244 published as WO2007144649	15.06.07

Part 5. Registered designs

Description	Jurisdiction	Registration number	Application Date
Air Freshener	EU	00524426-1-5	03.05.06
	China	200630189632.3	03.11.06
	China	200630189639.5	03.11.06
	China	200630189635.7	03.11.06
	China	200630189633.8	03.11.06

Part 6. Design applications

Description	Jurisdiction	Registration number	Application Date
Air Freshener Device	US	29/250-163 to 167	03.11.06 (Priority Date 03.05.06)
Air Freshener	China	200630189631.9	03.11.06

Part 7. Domain Name Registrations

www.aerstream.com
www.aerstreamtech.com

SCHEDULE 2


Unregistered Marks

AERSTREAM TECHNOLOGY
SOLO

SIGNED by **ANDREW TATE**)
as joint administrator)
for and on behalf of)
AERSTREAM TECHNOLOGY LIMITED)
as its agent and without any personal liability)



SIGNED by **ANDREW TATE**)
for and on behalf of the Administrators)
without any personal liability)



SIGNED by)
duly authorised Director of)
ATRIUM INNOVATION LIMITED)

